

**Earlham Community School District**

**Comprehensive Agreement**

**Between the**

**Earlham Community School District**

**and**

**The Earlham Education Association**

**July 1, 2006 – June 30, 2009**

237

2008 JUL 27 PM 2:29  
EARLHAM COMMUNITY SCHOOL DISTRICT  
2008 JUL 27 PM 2:29

## **Preamble**

The Board of Directors of the Earlham Community School District and the Earlham Education Association recognize that the aim of the public school is to provide a quality educational program for children and youth of the school district.

## **Article 1 – Recognition:**

### **A. Unit**

The Board hereby recognizes the Earlham Educational Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the public Employment Relations Board certification instrument (Case No. 747) issued by the P.E.R.B. on the 6<sup>th</sup> day of October, 1976.

Includes: All persons engaged in full and or regular part-time educational work of a professional nature in the Earlham School District that includes: classroom teachers, including teachers of basic curriculum courses, fine arts courses, title 1, remedial courses, special education, vocational courses, guidance counselors, and librarians.

Excludes: Superintendent, principals, and other supervisory personnel, nurse, business manager, operation and maintenance personnel, transportation personnel, food service personnel, clerical personnel, substitute teachers, and certificated employees who have no teaching duties, but are contracted and paid as associates.

### **B. Definitions**

The term "employee" as used in this agreement shall mean all employees represented by this Association in the bargaining unit as defined and certified by the PERB.

The term "board" as used in this agreement shall mean the Board of Directors of the Earlham Community School District or its duly authorized representatives.

The term "association" as used in the agreement shall mean the Earlham Education Association or its duly authorized representatives.

### **C. Contracts**

It is the responsibility of the school district that each new certified employee receive a copy of the most recently ratified contract. Thereafter, it is the

responsibility of the EEA to distribute a copy of the most recent certified copy of the contract.

## **Article 2 – Grievance Procedure:**

1. A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this agreement.
2. A failure by either the grieving employee or the Association to file a claim or to thereafter process it within the prescribed time limits shall act as a bar to any further processing of that grievance. The failure of any employer representative to act upon a grievance within the prescribed – time limits shall permit the grievance to be processed at the next step. Time limits may be extended by mutual agreement.
3. Whenever possible, the investigation and processing of a grievance should occur on duty free time.

### **4. Steps**

#### **a. First Step:**

An attempt shall be made to resolve any grievance in an informal, verbal discussion with the applicable Principal.

#### **b. Second Step:**

If the grievance cannot be resolved informally the Grievant shall file a written grievance on a form substantially the same as the form set forth in Appendix A to this agreement. The grievance shall be submitted to the Superintendent within ten (10) school days of the occurrence and giving rise to the grievance. The Superintendent shall have ten (10) school days to reply to the grievance in writing.

#### **c. Third Step:**

Within ten (10) school days after the Superintendent's response, the Association may initiate final and binding arbitration of the grievance by sending a written request to the Public Employment Relations Board, with a copy to the President of the Board of Education, for a list of five (5) arbitrators with experience in hearing school cases. The

request shall indicate that a copy of the list shall be sent to the President of the Board of Education

5. Arbitration:

- a. After the receipt of the list, but not prior to the next scheduled meeting of the Board of Education after the request was submitted to the P.E.R. Board, the Association shall contact the Board President or his/her designee, for the purpose of selecting an arbitrator. The parties shall alternately strike names from the list, with the Association striking first until there is one name left. The person remaining shall be the arbitrator. The process of striking shall occur two (2) school days after receipt of the list or the next scheduled Board meeting as described above, whichever is later.
- b. The arbitrator shall be requested to hold a hearing within fifteen (15) calendar days to issue his/her award after the hearing. There shall be no briefs unless both parties agree.
- c. The arbitrator's decision shall be based solely on his/her interpretation of this agreement. The arbiter shall have no authority to amend, modify, nullify, ignore, add to or subtract from any terms of this agreement, nor to make any decision contrary to or inconsistent with any applicable state or federal laws.
- d. The parties shall each pay half of the fees and reasonable expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

**Article 3 – Evaluation Procedures:**

1. Notification

Within six (6) weeks after the beginning of each school year the evaluation instrument shall be reviewed with all teachers.

2. Knowledge

All evaluation of classroom teaching performance of a classroom teacher shall be fair, accurate, conducted openly and with full knowledge of the teacher and for the primary purpose of the improvement of professional performance.

### 3. Number of Times

Teachers holding an initial license (Tier 1) will receive a minimum two (2) formal instructional evaluations each school year. Tier II teachers will be evaluated at least once every three (3) years, and will receive a summative evaluation. Tier II teachers new to the District will receive a minimum of two (2) formal instructional observations through the first two years of service in the district.

### 4. Procedures

- a. Results of the formal instructional observations shall be in writing with a copy given to the teacher and shall be preceded by an in class observation of the teacher's performance of at least thirty (30) minutes duration. The evaluator shall have a meeting within ten (10) school days following classroom observation.
- b. The summation evaluation will be the accumulation of references from instructional observations and any other references in regard to items found on the summative evaluation form. The Summative Career Performance Review form will be used.
- c. The teacher shall have a right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. The file copy of said statement and written copy of initial evaluation shall be signed by both teacher and the principal to indicated awareness of content.
- d. This Article relating to evaluation procedures is not subject to Article 2 of this Agreement relating to Grievance Procedures.

## **Article 4- Personnel File Review**

### Personnel File Review

- a. Each employee shall have the right at any time to review the contents of his/her personnel file. Employees are excluded from the review of "closed reference materials" in their file. A representative of the Association, at the employee's request, may accompany the employee in this review.

- b. The Board or its Administrative Representative, including building principals shall not establish any separate personnel file, which is not available for the employee's inspection.
- c. The employee shall have the right to respond to all materials contained in said file and to any materials placed in said file in the future. Such employee responses shall become part of said file.
- d. Any documentations directed toward an employee, which are placed in his/her personnel file, are to be promptly called to the teacher's attention in writing. The teacher must initial and date said item. If the teacher refuses to initial said item, the administration may place said item in the file by two (2) administrators signing the item and indicating the teacher's refusal to initial the item.
- e. The employee shall have the right to observe the reproduction of any of the contents of his/her file.

#### **Article 5 – Staff Reduction:**

##### **Procedures for Staff Reduction:**

##### **A. Coverage**

All certified teaching staff, nurses, and other non-administrative certified employees are covered, including employees on extended leave of absence.

##### **B. Classification**

For purposes of staff reduction, employees shall be classified as follows:

1. PK-6 Classroom Teachers
2. 7-8 Subject Matter Teachers
3. 9-12 Subject Matter Teachers
4. Art PK-12
5. Instrumental Music PK-12
6. Vocal Music PK-12
7. Physical Education PK-12
8. Title Programs PK-12
9. Guidance PK-12
10. Special Education PK-12
11. Media Services PK-12
12. Technology PK-12
13. All others

Employees shall be classified based upon their assignment during the school year in which staff reduction procedures are commenced. An employee with an assignment in more than one of the categories listed above in this section shall be classified in the category in which he/she has the greatest number of periods of assignment. If the number of periods of an employee's assignment is equal, then the employee shall be classified in the category in which he/she has the greatest length of service.

#### C. Layoff Procedures

When the Board determines that employees should be laid off, the following procedure will determine the order in which employees shall be laid off:

1. The Board shall first attempt to make all staff reductions through attrition. Attrition shall only be deemed to have occurred where the Board has received resignations in the classification in which reduction is sought prior to the issuance by the Superintendent of Notice of Recommendation to Terminate Contract.

2. Unless the employees are needed to maintain an existing program, employees with emergency and/or temporary certification will be laid off first.

3. Unless the employees are needed to maintain an existing program, probationary employees will be laid off next. If there is more than one probationary employee in the affected job classification, then probationary employees will be laid off based upon seniority.

4. If the staff reduction cannot be fully accomplished following the layoff of employees as provided in © (1) through (3), then the employees(s) in the job classification with the least seniority shall be laid off.

5. An employee who has initially been identified for layoff as provided in © (4) shall have the right to displace the least senior employee in another job classification, provided the initially identified employee has previously taught in that classification in the School District.

#### D. Recall Procedures

Any employee who is laid off or who resigns upon request for reasons of staff reduction will be recalled if there is a vacancy in his or her curricular and subject area and level as contained in Section B of this Article. Vacant positions shall be offered to employees who are on recall before the positions are posted for transfer.

Employees shall have recall rights for a period of one (1) year from the last day of the school year during which they were laid off or resigned. Employees shall provide written notice by certified mail to the Superintendent if they wish to be recalled. Such notice must be postmarked within fifteen (15) calendar days following the date of the employee's letter of resignation or the date of the employee's notice of termination of contract.

Notice of recall will be given by certified mail to the last address given to the Board by the employee. An employee must respond by certified mail postmarked within ten (10) calendar days after receipt of the notice of recall or the employee will be considered to have refused the offer of recall. The order of recall will be as follows: first, employees who resigned will be recalled in order of their resignation, and second, employees who were laid off will be recalled in reverse order of their termination.

#### E. Benefits

Any employee who is recalled shall be placed on the salary schedule at the step above the one in effect at the time of departure, plus experience n another school within the limits specified in this Agreement. Employees who are recalled will also have their sick leave benefits restored to the same level as existed at he end of the year during which they were laid off. )

### **Article 6 – Hours:**

#### 1. Work Day

- a. The normal workday will be from 7:45 a.m. to 3:45 p.m. Monday through Friday, except on Friday's, days preceding holidays, and vacation days, when employees may leave after the buses depart and students are accounted for.

The administration may call early morning meetings prior to 7:45 a.m., but not to exceed one hour per month. Teachers will be allowed to leave early an equal amount of time on days when early meetings are held.

Employees whose attendance is required the evening of a regular work day, may leave after the buses have left, provided that a faculty or in-service meeting has not been scheduled.

Employee attendance shall not be required when student attendance is not required, due to inclement weather or health emergencies. However, employees will be required to make up any days as scheduled for pupil attendance.



- b. Teachers may leave after dismissal of students for personal reasons, with approval of their immediate supervisor, providing that said teacher makes up the time on school premises outside regular work hours.
- c. An individual teacher who has a special reason on a given day may come early for school purposes and then leave early with their principal's permission.
- d. Except as provided elsewhere in this agreement, teachers shall not be in attendance beyond these times.

## 2. Lunch Periods

Each teacher shall have twenty-five (25) minutes uninterrupted of duty free lunch. This time may be used at the teacher's discretion. The principal and any individual teacher may mutually agree to a different length lunch period. Employees may leave the building without requesting permission during the scheduled duty free lunch period.

## 3. Meetings

- a. Employees may be required to remain after the end of the regular work day for the purposes of attending faculty or other meetings. Such meetings shall be scheduled at least one (1) week in advance except in cases of emergency and for no more than sixty (60) minutes. If additional time is needed, students shall be dismissed early.

Meetings shall not be called on Friday or any day immediately preceding a holiday or vacation, except in case of an emergency. The employer shall attempt to schedule no more than one (1) meeting per month, but in no event shall there be more than ten (10) such meetings per year.

- b. Employees may be required to attend evening meetings no more than ten (10) times per school year for the purpose of conducting open house, school programs or other related teaching activities.

On those days when employees are required to attend such meetings, teachers may leave the building after dismissal, with the approval of their immediate supervisor.

Teachers will not be required to return to any of the above meetings in less than sixty minutes after their dismissal.

- c. The yearly total of meetings scheduled in Section 3 Meetings sub-section a. and b. shall not exceed eighteen (18).

## **Article 7 – Voluntary Transfer:**

### **1. Definition**

A voluntary transfer shall mean the desired movement of an employee to a different grade level, subject area, or building.

### **2. Notification of Vacancies**

A notice of an opening creating an opportunity to transfer shall be posted in each building at least ten (10) calendar days before the final date when applications must be submitted. Openings shall be posted on or before the date on which the District advertises the position. The District will post vacancies on the website.

### **3. Application**

Any employee possessing the necessary qualifications may apply for consideration for any posted vacancy. Such application must be in writing and delivered to the Superintendent by the date specified on the notice. An application must be made each time an opportunity is posted, and applications shall not carry over from one opportunity to transfer to another.

### **4. Determination**

All applications for transfer shall be considered along with applications from non-employees. The District shall consider the following factors when a voluntary transfer is requested:

- a. Educational needs of the District.
- b. Certification and approvals.
- c. Specialized training..
- d. Quality of professional performance.
- e. Continuous years of service in the District

Written notice of the denial of voluntary transfer shall be delivered or sent to the employee within ten (10) days of the filing of the position. In the event that any and all requests for voluntary transfer are denied for a given position, the District will then seek a non-employee to fill the position.

## **Article 8 – Involuntary Transfers:**

### **1. Definition**

An involuntary transfer shall mean the movement of an employee to a grade level, subject area, or building without the consent of the employee.

### **2. Notification**

The employee shall be notified in writing of such action as soon as reasonably possible.

### **3. Criteria for Transfer**

The District shall consider the following factors when a involuntary transfer is required:

- a. Educational needs of the District.
- b. Certification and approvals.
- c. Specialized training.
- d. Quality of professional performance.
- e. Seniority in District

If more than one employee can fill the vacancy, and the above a-e criteria are equal, then the employee with the least seniority will be the one transferred.

### **4. Conference Request**

At the employee's request, a conference shall be held with the employee's immediate supervisor to discuss the action, and the employee has the right to add comments regarding the involuntary transfer to their personnel file.

## **Article 9 – Sick Leave:**

### **1. Accumulation of Benefits**

- a. All employees shall be entitled to sick leave each school year.
  - aa. The first year and subsequent years of continuous employment  
15 days
- b. Unused sick leave days shall be accumulated from year to year up

to a maximum of one hundred and ten days (110).

- c. An employee may use sick leave days to care for self, child, spouse, parent, or mother/father in-law.

## 2. Notification of Accumulation

Each employee shall be given a written accounting of his/her accumulated sick leave days no later than 30 days after school starts each year.

## **Article 10 – Paid Temporary Leave:**

As of the beginning of the school year, employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay. Such leave may be taken in one-fourth day increments with the exception of personal leave which will be taken in one-half day increments:

### 1. Personal Leave

- a. Each employee shall have two (2) days to be used for the employee's personal business. An employee planning to use a personal leave day or days shall notify his/her principal at least one (1) day in advance, if possible. The employee shall not be required to give a reason for the use of a personal leave unless one day advance notice is not given..
- b. Personal leave may not be taken the day before or the day after a school vacation, including the Thanksgiving recess, except for emergencies approved by the Superintendent. With approval from the Superintendent, a teacher may take one personal leave day per year, the day before or after a school vacation, and shall compensate the district one day of substitute teacher pay as established by the school board as the daily rate for a hired substitute teacher. The administration may limit the number of employees off on any day for personal leave to a maximum of three (3). This will be based upon the availability of substitute teachers.
- c. If personal leave days are not used, the employee will be paid substitute teacher pay for each day not used in half-day increments.

## 2. Professional Leave

An employee may request up to three (3) days of professional leave. The administration shall respond to the request in one of the following ways:

- b. Shall approve the leave with full pay, up to \$100.00 registration fee, paid meals, and travel. This action will be taken when determined by the administration that the district will benefit from said leave by reaching district goals and objectives.
- c. Shall approve the leave but no registration will be paid or any other expenses.
- d. Shall approve leaves with expenses paid at the sole discretion of the administration.
- e. Deny the leave.

Additional days may be granted if the teacher is requested by the administration to attend the meeting, workshop, etc., for the benefit of the district. All expenses will be paid by the district.

## 3. Jury and Legal

Any employee who is called to jury duty or is subpoenaed as a witness in any judicial proceeding shall be given the time. Any fees or remuneration the employee receives during such leave shall be turned over to the Earlham Community School District.

## 4. Bereavement

An employee shall be excused from duty without loss of pay in the event of the death of any member of the employee's family, not to exceed five (5) days per death or ten (10) days per year.

For the purpose of this paragraph, family shall include spouse, child, parent, sibling, grandparent, grandchild, parent-in-law, child-in-law, step-parent, step child, aunt, uncle or child residing with the employee.

Two days will be allowed for the funeral of a brother-in-law or sister-in-law. One day will be allowed for the funeral of a cousin, niece or nephew. One day yearly will be allowed for a special friend. The Superintendent may grant at his/her sole discretion, additional days due to special circumstances.

In the event of the death of a student of the employee, the Board shall grant sufficient time to attend the funeral without loss of pay.

#### 5. Association Business

Two (2) days of paid leave cumulatively for Association members for the transaction of Association business to attend conferences, convention, and for other activities of the local, state, and national affiliated organizations shall be granted. The Association shall reimburse the employer for the cost of substitute teachers necessary to cover the absence of members due to Association leave. The Association shall provide three (3) days advanced notice of when those leave days will be used and who will use them.

### **Article 11 – Health:**

#### 1. Physical Fitness – New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a written statement from a licensed physician of the employee's choice by August 15, attesting to the employee's physical fitness. The Board shall pay the cost, up to \$40.00 for such an examination. In the event a new employee begins during the school year, such report shall be filed not later than the first day of classroom teaching.

#### 2. Employer Initiated Fitness for Duty Exams

Whenever the Employer reasonably believes that the Employee may not be mentally or physically capable of performing the essential functions of the job, the employer may initiate a fitness for duty exam. The exam will be scheduled during regular work hours. The exam will be conducted at the Employer's expense. If the Employee refuses to submit to a fitness for duty exam or fails to show up for the exam, the Employee will be subject to discipline up to and including termination.

### **Article 12 – Dues Deduction:**

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The employer shall

not be obligated to collect initiation fees, special assessments, back dues, fines, or similar items. The Association shall be responsible to inform members of the dues deduction system and to provide the necessary authorization cards for the deduction.

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August each year. The Association agrees that all authorization forms must be received ten (10) days prior to the first pay day in September. Such authorization shall be renewed each year and each employee shall sign and deliver to the Board the assignment authorizing the payroll deduction each separate year within the time limit as here before set forth. Such authorization shall be made on a Dues Deduction Authorization Form as shown in Appendix B.

The Board shall transmit to the Association the total monthly deduction for professional dues within fifteen (15) school days following each regular pay period and a listing of the employees for whom deductions were made. The Board will transmit three month's dues (June, July and August) to the Association at the end of June. The Association agrees to identify and hold harmless the Board, each individual Board member and all court cost arising out of the application of the provisions in the agreement between the parties for dues deductions. Payroll deductions cannot be used for political contributions distributed by the employee organization.

### **Article 13 – Insurance:**

#### **1. Health**

The Board will continue to offer the present major medical insurance program as well as an alternative plan, HAS, Health Savings Plan. The Board will contribute the full single premium cost of the PPO 250 plan.

Each employee shall have the option of subscribing to full family coverage under this program. The employer shall contribute \$25.00 per month toward the cost of full family coverage. The amounts payable by employees shall be deducted from the employee's pay-checks in equal monthly amounts.

#### **2. Disability**

As presently applicable to the employees covered by this agreement the Board will continue in effect for the life of this agreement the present single long term disability group insurance program, subject

to and in accordance with the terms and conditions of the group contracts of the insurers. The Board will contribute an amount not to exceed the full premium cost of individual employee coverage under such program.

3. Life

The Board shall provide \$10,000.00 term life, accidental death and dismemberment for each employee. Employees may purchase additional single and or family coverage. Additional coverage cost shall be deducted from their monthly paychecks. Benefits shall be paid to the employee's designated beneficiary.

**Article 14 – Wages and Salaries:**

1. Salary

- a. All teachers shall move down one step on the salary schedule.
- b. Each teacher shall receive an equal share of all Phase I and Phase II funds, as presently identifies. This phase money allotment shall not be a part of the salary schedule.
- c. The salary schedule shall be a part of this agreement as Appendix C.

2. Advancement on Salary Schedule

- a. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their education classification is reached, except that employees previously frozen will not be on a step equal to years of service. A year of service consists of employment in the Earlham Community School District for one hundred (100) consecutive teaching days or more in one school year.
- b. Employees on the regular salary schedule who move from one educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one education lane to another, he/she shall submit course work requests in writing to the Superintendent for approval of the number of semester hours with the Superintendent no later than March 15 before the beginning of the semester. MA (in the BA32/MA lane) will be counted only if granted in the area of Education or academic discipline. Those currently holding a MA will be grandfathered.



- c. Counting Professional Development for advancement on the Salary Schedule, twenty percent (25%) (1 of 4) of staff development credits taken after July 1, 2003 will be counted toward advancement on the salary schedule if demonstrated by the teacher the course was available for graduate credit at no additional hours and is approved by the Superintendent.

### 3. Extra Duties

#### Activity Passes:

Staff members will have the opportunity, but will not be required, to earn an activity pass. Activity Passes will be given to teachers on the following basis:

- a. Work 2 activities and receive a Single Activity Pass
- b. Work 4 activities and receive a Family Activity Pass

During the first week of the school year, a list of extra duties (i.e.: football, basketball, volleyball, pep bus duty, etc.), and dates will be compiled and circulated by the administration. The circulation shall be alphabetical order and numbers accordingly starting at a point randomly selected. A list of teachers will be developed in alphabetical order and numbered accordingly starting with the first name in alphabetical order.

The President of the E.E.A. shall draw a number to be issued as a starting point for circulation of said duties.

Pep buses shall be taken only by 7-12 teachers.

Homecoming dance shall be taken only by 9-12 teachers.

A teacher with some other assignments that conflicts with the duty assignments not yet taken on the list will be passed over. The principal shall determine if this situation exists.

If all activities are not covered after each teacher has one duty or if unforeseen activities arise during the year, then teachers may be assigned additional duties.

### 4. Extra Compensation for Teacher Substitutes

In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. If there are no volunteers, the administration may

assign a regular employee to such duty. Employees shall be paid at the rate of \$15.00 per High School period.

Elementary teachers covering for special teachers such as P.E., art, guidance, music and library will receive payment on a pro rated basis. Such coverage shall be distributed as equitably as possible among the employees. Elementary teachers covering for same grade level teachers for an entire day will receive substitute pay (1/2 day = 1/2 day substitute pay).

#### 5. Extended Contracts

Any employee who, with permission, exceeds the employee contract work year will be compensated at a per diem rate.

#### 6. Method of Payment

Each employee shall be paid twice monthly, on the fifth (5<sup>th</sup>) and twentieth (20<sup>th</sup>) of each month. When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.

### **Article 15 – Phase III:**

It will be the responsibility of the Phase III Committee and the Board of Education to modify the Phase III and reach an agreement in order to approve said plan to be submitted to the Department of Education.

### **Article 16 – Family and Medical Leave Act:**

The provisions of the family and Medical Leave Act are hereby incorporated into this agreement by this reference. The inclusion shall in no way reduce or adversely impact any other provisions of this agreement.

### **Article 17 – Mentoring:**

#### **Definitions**

#### **New Professional Mentoring Program**

Earlham Community School District's program of support and assistance for new professionals

**New Professional** is any licensed individual in his/her first or second year of teaching. All new professionals must participate in the new professional mentoring program.

**Instructional Mentor** is a teacher who has been trained and assigned to provide assistance to a new professional in the district's new professional mentoring program.

1. Wages

a.) Instructional Mentor

Each instructional mentor shall received \$500.00 per semester for mentoring one new professional.

An instructional mentor shall mentor no more than one new professional each semester, unless by mutual agreement.

2. Professional Leave

Each instructional mentor and each new professional shall be provided at least two (2) periods each semester of paid professional leave for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing and individual professional skill development.

3. Process for Dissolving Mentoring Partnerships

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the mentor or the new professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days. Pay will be pro rated between the old mentor and the new mentor.

4. Selection of Mentors

The administrative team and EEA President shall agree to offer the opportunity to mentor to tenured teachers in the district while considering the following factors (while not being bound to them): Grade level of the new professional, tenure of the available mentors, conflict with other assigned duties, past mentoring experience.

**Duration**

**Contract language in this agreement shall be in effect until June 30, 2009**

**The negotiations will include all teachers.**

**Money items (salary schedule) shall be in effect from July 1, 2006  
to June 30, 2007.**

**Signature Clause**

**In witness whereof, the parties hereto have cause this agreement to be signed by their respective president, attested by their respective chief negotiators and their signatures placed thereon on the \_\_\_\_\_ day of \_\_\_\_\_ 2006.**

**Earlham Education Association**

**Earlham Community School District**

**by: \_\_\_\_\_**

**by: \_\_\_\_\_**

**Association President**

**Board of Education President**

**by: \_\_\_\_\_**

**by: \_\_\_\_\_**

**Association Chief Negotiator**

**Board Chief Negotiator**

**APPENDIX A**

**Earlham Community School District**

**Grievance Form**

A. Name of Grievant: \_\_\_\_\_

B. Date alleged violation occurred: \_\_\_\_\_

C. Section(s) of agreement alleged to be violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Date of Step One (1) Conference: \_\_\_\_\_

E. Statement of Grievance (facts and reasons leading grievance to believe the agreement has been violated): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

E. Remedy sought: \_\_\_\_\_

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\_\_\_\_\_  
Superintendent

Date Disposition Given to Grievant: \_\_\_\_\_

**Appendix B**  
**Earlham Community School District**  
**Dues Deduction Form**

First Name: \_\_\_\_\_ Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

I hereby request and authorize the Board of Education of the Earlham Community School District as my remitting agent, to deduct from my earnings for twelve (12) months until this authorization is charged or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the Earlham Education Association.

It is understood that his authorization shall begin on the September 20<sup>th</sup> payroll period and shall continue for twelve (12) consecutive months, unless revoked in writing by a thirty (30) day notice to my employer.

**Total amount to be deducted from my salary is: \$ \_\_\_\_\_.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Social Security Number

# Contract Agreement School Year 2007-08

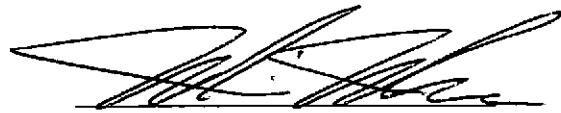
August 27, 2007

The Earlham Community School District Board of Education and the Earlham Education Association have agreed to the following contract items for the 2007-08 school year:

1. A total package cost of 5.5% increase from the previous year.
2. Increase the base salary for teachers by \$850 to \$25,360 for BA Step 0
3. The agreement goes into affect at the beginning of the 2007-08 school year.
4. Language of the Master Contract is agreed upon for the 2007-08 and 2008-09 school years.
5. Agrees to a 5.5% increase in total package for the 2008-09 school year.



Earlham Education Association  
Representative



Earlham Community School District  
School Board Representative

8/27/07  
Date

8/30/2007  
Date

2007 SEP -4 PM 2:02  
EARLHAM EMPLOYMENT  
RELATIONS BOARD